

IN THE CIRCUIT COURT OF THE 9TH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CIVIL CIRCUIT JURISDICTION

CASE NO.

CHARLESETTA WALKER, as
CONSERVATOR FOR THE PERSON,
AFFAIRS, AND THE ESTATE OF
QUIRS WALKER, a disabled adult,

Plaintiffs,

v.

ROSEN HOTELS AND RESORTS,
INC., a Florida Corporation, and
MAJIC CLEANING SYSTEMS,
INC., a Florida Corporation,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiff, CHARLESETTA WALKER, as CONSERVATOR FOR THE PERSON, AFFAIRS, and the ESTATE OF QUIRS WALKER, a disabled adult, sue Defendants, ROSEN HOTELS AND RESORTS, INC., a Florida Corporation, and MAJIC CLEANING SERVICES, INC., a Florida Corporation, for damages and allege:

ALLEGATION AS TO ALL COUNTS

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest costs, and attorneys' fees.
2. At all material times the Plaintiff, CHARLESETTA WALKER, as CONSERVATOR FOR THE PERSON, AFFAIRS, and the ESTATE OF QUIRS WALKER, a disabled adult, resided in the State of Mississippi.

3. CHARLESETTA WALKER (Hereinafter “CONSERVATOR”) has been appointed as Conservator for the Person, Affairs, and Estate of Quris Walker (Hereinafter “WALKER”) who is her disabled son.
4. At all material times Defendant, ROSEN HOTELS AND RESORTS, INC. (Hereinafter “ROSEN”), was a Florida Corporation operating in Orange County, with a registered agent named HARRIS ROSEN who is located at 7600 International Drive, Orlando, Florida 32819.
5. At all material times, Defendant ROSEN owned and/or operated a hotel known as the Rosen Shingle Creek (Hereinafter “SHINGLE”) located at 9939 Universal Boulevard, Orlando, Florida 32819 in Orange County, Florida.
6. At all material times Defendant, MAJIC CLEANING SERVICES (Hereinafter “MAJIC”) was a Florida Corporation operating in Orange County, with a registered agent named MARK D. DIXON who is located at 3569 Bellington Drive, Orlando, Florida, 32835.
7. At all material times, MAJIC was contracted to provide cleaning and janitorial services at the Rosen Shingle Creek Hotel.
8. On or about August 4, 2011, WALKER, was lawfully on the premises of SHINGLE as a business invitee of the hotel.
9. On August 4, 2011 Plaintiff, WALKER, slipped and fell in SHINGLE as a result of a dangerous condition; specifically, a wet floor. As a result, Plaintiff, WALKER, sustained serious and persisting injuries.
10. Venue is proper in Orange County, Florida because it is the site of the accident that is the subject matter of this Complaint

COUNT I
NEGLIGENCE AGAINST ROSEN HOTELS AND RESORTS, INC.

11. Plaintiffs reallege paragraphs 1 through 10.
12. On August 4, 2011, Plaintiff, WALKER, was a business invitee of Defendant, ROSEN by nature of his status as a hotel patron of the SHINGLE.
13. Defendant, ROSEN, owed a non-delegable duty to the general public and to the Plaintiff of keeping the SHINGLE premises in a reasonably safe condition so that business invitees of said premises would not be injured.
14. Defendant, ROSEN, retained third party MAJIC to help maintain and clean the subject premises. ROSEN is derivatively and vicariously liable for any negligence of MAJIC on its premises.
15. Defendant, ROSEN, by and through its agents, vendors, servants, and/or employees, breached its non-delegable duty to the Plaintiff by engaging in the following acts and/or omissions:
 - a. Creating and/or allowing the presence of a dangerous condition, to wit: a wet floor.
 - b. Knowing, or in the exercise of reasonable care, should have known of the existence of said dangerous conditions and failing to exercise reasonable care in correcting those conditions.
 - c. Failing to warn Plaintiff, WALKER, of said dangerous conditions; or in the alternative, allowing said dangerous conditions to exist for a length of time sufficient under which a reasonable inspection of the premises would have disclosed its dangerous condition.

- d. Failing to post any type of warning signs in the vicinity of said area, to alert persons on the premises of the dangerous and hazardous conditions present when the accident occurred.
 - e. Failing to clean, dry, or otherwise section off or close off said wet area after learning of the presence of wet floor, so as to prevent business invitees' access to the dangerous condition.
 - f. Failing to properly train its staff or third party vendors to clean, dry, or otherwise make inaccessible to business invitees the hazardous substance on the floor.
16. The Defendant, ROSEN, its agents, servants, and/or employees, failed to establish adequate procedures for the maintenance, inspection, and supervision of the area where the subject accident occurred; or in the alternative,
- a. It had procedures for the maintenance, inspection, and supervision of the premises; however, ROSEN failed to implement said procedures; or in the alternative,
 - b. It had procedures for the maintenance, inspection, and supervision of the premises; however, ROSEN implemented those procedures in a careless and negligent manner.
17. As a result of the acts and omission of ROSEN, the Plaintiff, WALKER, slipped and fell, becoming permanently injured. As a result of the incident, Plaintiff, WALKER, incurred continuing and substantial medical bills, as well as special, incidental and out-of-pocket expenses. Plaintiff WALKER, suffered physical and mental handicaps, which impaired his ability to lead and enjoy a normal life, and resulted in a loss of income and the impairment of his earning capacity, both in the past and in the future; as well the

aggravation of a pre-existing condition. All said injuries are permanent and continuing in nature, such that the Plaintiff, WALKER, will suffer these losses and impairments in the future.

WHEREFORE, the Plaintiff, CONSERVATOR, demands judgment against Defendant, ROSEN, for compensatory damages, interest, costs, and any further relief this Court deems proper.

COUNT II
NEGLIGENCE AGAINST MAJIC CLEANING SYSTEMS, INC.

18. Plaintiffs reallege paragraphs 1 through 10.

19. On August 4, 2011, Defendant, MAJIC, had a contractual agreement for cleaning services with the Defendant, ROSEN, to clean and maintain the hotel premises located at 9939 Universal Boulevard, Orlando, Florida, 32819, known as the Rosen Shingle Creek.

20. On August 4, 2011, Plaintiff, WALKER, was a business invitee of Defendant, MAJIC by nature of his status as a customer of SHINGLE.

21. Defendant, MAJIC, owed a non-delegable duty to the general public and to the Plaintiff of keeping the SHINGLE premises in a reasonably safe condition so that business invitees of said premises would not be injured.

22. Defendant, MAJIC, by and through its agents, servants, and/or employees, breached its non-delegable duty to the Plaintiff by engaging in the following acts and/or omissions:

- a. Creating and/or allowing the presence of a dangerous condition, to wit: a wet floor.
- b. Knowing, or in the exercise of reasonable care, should have known of the existence of said dangerous conditions and failing to exercise reasonable care in correcting those conditions.

- c. Failing to warn Plaintiff, WALKER, of said dangerous conditions; or in the alternative, allowing said dangerous conditions to exist for a length of time sufficient under which a reasonable inspection of the premises would have disclosed its dangerous condition.
 - d. Failing to post any type of warning signs in the vicinity of said area, to alert persons on the premises of the dangerous and hazardous conditions present when the accident occurred.
 - e. Failing to clean, dry, or otherwise section off or close off said wet area after learning of the presence of wet floor, so as to prevent business invitees' access to the dangerous condition.
 - f. Failing to properly train its staff to clean, dry, or otherwise make inaccessible to business invitees the hazardous substance on the floor.
23. The Defendant, MAJIC, its agents, servants, and/or employees, failed to establish adequate procedures for the maintenance, inspection, and supervision of the area where the subject accident occurred; or in the alternative,
- a. It had procedures for the maintenance, inspection, and supervision of the premises; however, MAJIC failed to implement said procedures; or in the alternative,
 - b. It had procedures for the maintenance, inspection, and supervision of the premises; however, MAJIC implemented those procedures in a careless and negligent manner.
24. As a result of the acts and omission of MAJIC, the Plaintiff, WALKER, slipped and fell, becoming permanently injured. As a result of the incident, Plaintiff, WALKER, incurred

continuing and substantial medical bills, as well as special, incidental and out-of-pocket expenses. Plaintiff WALKER, suffered physical and mental handicaps, which impaired his ability to lead and enjoy a normal life, and resulted in a loss of income and the impairment of his earning capacity, both in the past and in the future; as well the aggravation of a pre-existing condition. All said injuries are permanent and continuing in nature, such that the Plaintiff, WALKER, will suffer these losses and impairments in the future.

WHEREFORE, the Plaintiff, CONSERVATOR, demands judgment against Defendant, MAJIC CLEANING SYSTEMS, INC., for compensatory damages, interest, costs, and any further relief this Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues triable as a right by jury.

DATED THIS _____ DAY OF JUNE, 2013.

THE HAGGARD LAW FIRM, P.A.
Attorneys for Plaintiffs
330 Alhambra Circle, First Floor
Coral Gables, Florida 33134
Telephone: (305) 446-5700
Fax: (305) 446-1154

BY: _____
TODD J. MICHAELS
Florida Bar No. : 568597